

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

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SCOPE OF WORK PROVISION

FOR

PILE DRIVER

(Carpenter)

IN

46 Northern California Counties

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PILE DRIVERS, DIVERS, CARPENTERS,

BRIDGE WHARF AND DOCK BUILDERS

LOCAL UNION #34

2004-2008

JUL 18 2005

MASTER LABOR AGREEMENT

Between The Associated General Contractors of California, Inc.
and Northern California Carpenters Regional Council.

THIS AGREEMENT, entered into this first day of July, 2004 and effective July 1, 2004, amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2000, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a non-profit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the Employer or Individual Employer, each acting for and on behalf of all of its respective members and/or themselves, and the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL for and on behalf of its affiliate Pile Drivers Local Union #34, parties of the second part, hereinafter referred to as the UNION provides:

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice uniform rates of pay, hours of employment and conditions of work for the employees represented by the UNION which are employed from time to time by the Employers or Individual Employer, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances which may arise between the parties hereto to the end that the Employers or Individual Employer may be assured of continuity of operations and the Employees represented by the UNION may be assured of continuity of employment;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION I
WORK COVERED**

A. Area:

This Agreement shall cover all Heavy Construction work of the types hereinafter more specifically defined as within pile driving classification and located within the area of Northern California, which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County; the Northern Boundary of San Luis Obispo County, and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba.

It is understood further that by the above listing the jurisdiction of the UNION is not thereby limited to that area. On the contrary, the UNION claims jurisdiction of certain areas beyond that covered by this contract, i.e., the Northern part of Nevada, Counties of Humboldt, Elko, Washoe, Pershing, Lander, Eureka, White Pine, Storey, Carson, Douglas, Lyon, Churchill and Mineral, the State of Utah, and/or one half the distance to the nearest Pile Driver's Local.

B. Type of Work:

The character of the work covered by this Agreement shall be all heavy, highway and building work falling within the recognized jurisdiction of Local Union #34. The parties hereto agree to recognize the formal rulings of the General President of the United Brotherhood of Carpenters and Joiners of America embodied in said President's letter of May 13, 1955, in response to Contractors' letter of July 17, 1955 and his letter of November 11, 1955, with clarification as stated in letter of December 12, 1967 and February 18, 1970.

The character of work covered by this Agreement shall include specifically the following:

1. In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the Pile Driver classification shall apply up to and including the decking thereof.
2. On all pile driving and caisson work, on both land and water, the Pile Driver classification shall apply. General pile driving work shall include all labor employed in the barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of all piling of every type or nature. This shall include, but is not limited to, wooden piles, steel sheet piles, steel H piles, pipe piles, pilejackets, composite piles, cast-in-place piles, drill shaft, Tubex piles, Tubex grout injection piles, geo piles, soil improvement piles, sand piles, augured cast in place piles, CISS and CIDH, concrete piles, as well as similar pre-cast structural shapes or units the setting of which is performed with pile driver, derrick, crane or similar power equipment. The fabrication, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of any heavy structure enumerated in Section I, Paragraph B, subparagraph 4, of this Agreement, whether performed at the immediate jobsite, at the Contractor's yard or at temporary or permanent facilities established for the purpose of pre-casting, pre-stressing, and post-stressing such shapes, shall be done at the Pile Drivers, Divers, Wharf and Dock Builders classification and scale.
3. **Unloading, Storage or Movement of Piling:** Labor employed in the rafting, boring, reaving, dogging or booming of piles or other material for use in or on the structures hereinafter specified. This shall include the unloading of piling of all types together with the waling and bracing thereof, from railroad cars at the jobsite.
4. **Heavy Structures:** These structures shall include all wharves, docks, piers, breakwaters, jetties, seawalls, ferry slips, dry

docks, graving docks, cofferdams, caissons, trestles, overhead crossings, underpasses, underwater structures, subaqueous pipe lines, seaplane ramps, waterfront bulkhead, bunkers, snow sheds, towers, heavy trusses and other similar heavy structures. In the construction of the above mentioned heavy structures, the following conditions shall apply:

- (a) The capping of all piling including cast in drilled hole piling and caissons. This shall include the footing forms capping the piling and in cases where the piling extends into the girder, beam or abutment the soffit and side forms of these members. In no case will the forming of any deck be included as capping.
- (b) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, clover leaves, interchanges, or bridges over man-made canals, aqueducts, spillways, and man-made water retaining areas, the Pile Driver classification shall apply to the driving of piles, caissons and drilled-in-place piling. The fabrication and erection of the forms for the capping of piles, caissons or drilled-in-place piling shall come under the Pile Driver classification. This shall include the placing of wooden or steel capping or any substitute thereof.
- (c) Any other form work above the cap, pertaining to the construction operations herein noted above, shall be performed under the Bridgebuilders classification. This shall also include bridges over man-made canals, aqueducts, spillways, and man-made water retaining areas, if constructed prior to water being released or turned into area.


- 5. **Tunnels:** The division between pile drivers' and miners' work on subways or tunnels, where the interior is to be constructed by tunneling methods, shall be at the portal of the subway or tunnel.
- 6. **Subaqueous pipe:** The handling, setting and joining of subaqueous pipe, including immediate approaches thereto, requiring the use

of derricks, pile drivers, gantries, or cradles in the laying, shall be considered as belonging to the Pile Drivers classification.

- 7. **Movement of Heavy Masses:** Labor employed in the moving, cribbing and placing of heavy machinery, boilers, tanks, guns or similar masses where pile driver, derrick or similar power equipment is used.
- 8. **Sewers:** In the construction of open-cut sewers the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.
- 9. **Reconstruction, Repair, Dismantling, or Salvage:** Labor performed in the reconstruction, repair, wrecking, dismantling or salvaging of any of the foregoing structures shall be included to the same extent as labor employed in new construction of such structures. In salvage operations the term "underwater structure" shall include beached or sunken vessels and other heavy marine equipment, and such salvage work may be done in conjunction with the work done by divers.
- 10. Moving and spotting of pile driver equipment, floating derricks and barges in connection with the work covered by Section I shall be performed at the pile driver classification and scale.
- 11. The moving, spotting and rigging of floating equipment for the purpose of exploration drilling shall be performed at the Pile Driver's classification and scale.

C. Classifications of Employment:

Except as provided for in Section B, labor shall include all labor including, but not limited to: The placing and moving of appurtenant minor facilities; the placing and moving of all jet pumps and temporary pipe lines when being used in connection with pile driving operations, and/or equipment; and the use of hand, pneumatic, gasoline and electric tools required for the performance of work covered by this Agreement. Labor shall include all work incidental to pile driving, bridge, wharf and dock building operations falling within the jurisdiction of the Union



and covered by this Agreement such as but not limited to capping of piling, form building, stripping, dock framing, bridge framing, wharf building, welding, burning, boom tending, rafting, lofting, splicing, winching, sawing, cribbing, bracing, lagging, caulking, hook tending, signaling, flagging, barging, material handling, saw-filing, repairing, wrecking, dismantling, and boring and drilling.

D. Work Preservation, Contracting & Subcontracting:

1. The purpose of this Section 1D is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it affects the employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.

DIVING AGREEMENT
(Addendum to Pile Drivers Agreement)

Between the Associated General Contractors of California, Inc. and Northern California Carpenters Regional Council.

THIS AGREEMENT, entered into this first day of July, 2004 amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2000 and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a nonprofit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the EMPLOYER and/or INDIVIDUAL EMPLOYER, each acting for and on behalf of all of its respective members and/or themselves, and the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL for and on behalf of its affiliate Pile Drivers Local Union No. 34, and the Regional Council other affiliated Local Unions, parties of the second part, hereinafter referred to as the UNION provides:

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice uniform rates of pay, hours of employment and conditions of work for the employees represented by the UNION which are employed from time to time by the EMPLOYER, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances which may arise between the parties hereto to the end that the

EMPLOYER may be assured of continuity of operations and the Employees represented by the UNION may be assured of continuity of employment.

NOW THEREFORE, it is agreed as follows:

Unless specifically specified to the contrary, in this Addendum, all terms and conditions of the Pile Drivers Master Agreement shall apply to Divers, Tenders and Assistant Tenders and be incorporated in this Addendum. Special Shifts III B Paragraph 10 shall not apply.

ARTICLE I
AREA OF JURISDICTION

This Agreement shall cover the work more specifically defined herein as within diving classification and located within the area of Northern California, which term is intended to mean that portion of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County, and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) Counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba.

It is understood further that by the above listing the jurisdiction of the Union over diving work is not thereby limited to that area. On the contrary, the Union claims jurisdiction over diving of certain areas beyond that covered by this contract, i.e., the Northern part of Nevada, Counties of Humboldt, Elko, Washoe, Pershing, Lander, Eureka, White Pine, Storey, Carson, Douglas, Lyon, Churchill and Mineral, the State of Utah and/or one half the distance to the nearest Pile Drivers local.

ARTICLE II
COVERAGE

1. The work covered by this Labor Agreement, and these Special Working Rules for Divers on Construction Work, shall include construction work and work performed from oceanographic and/or research vessels, seismographic and/or other vessels operating in all areas located the distance one-half way from Local 34 to the nearest Pile Drivers Local affiliated with the United Brotherhood of Carpenters and Joiners of America, and shall include work concerning fisheries research and all other types of oceanographic and marine research and/or experimental bell diving work requiring the use of deck decompression chambers with submersible diving chambers.

2. The work covered by this Agreement and this Appendix shall include all work under the jurisdiction of the Union and the United Brotherhood of Carpenters and Joiners of America and shall include, but not be limited to, such work as described as follows: commercial diving in all its branches and phases, such as the salvage of all ships, vessels and barges, etc., the underwater repair, removing, dismantling demolition, burning and welding in all marine salvage operations; all underwater construction and reconstruction, and the salvage and removing of all underwater structures; underwater inspections and repair of hulls, docks, bridges and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills and desalinization plants; inspecting, surveying, removing rescuing and recovering of all objects below water surface; all underwater work necessary on offshore oil platforms, permanent or temporary, including all floating drill rigs and jack-up platforms; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries, oceanographic research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

ARTICLE III DEFINITIONS

1. DPIC:
Designated person in charge (per OSHA Regulations).
2. DIVE CREW/TEAM:
A minimum crew/team size will be one (1) Diver, one (1) Tender and one (1) Assistant Tender. Crew sizes can be increased to meet productivity and safety requirements by contractor.

3. DIVE MASTER:

A Dive Master will be added to dive crew/team to meet job requirements when necessary for dive operations with multiple divers or deep gas diving operations are being performed. A Dive Master is in charge and responsible for all aspects of the diving operation, supervising all personnel in the dive crew/team.

4. DIVER:

A Diver is a person who wears a type of diving gear which directly supplies him compressed air or other gases for breathing purposes and who personally enters and descends below the surface of the water, or any liquid medium, to work at the ambient pressures encountered therein. For the purposes of this Agreement, a person working in a submerged one atmosphere bell/vehicle is considered a Diver.

5. STANDBY DIVER:

A Standby Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put under pressure in a chamber. A Standby Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

6. TENDER:

A Tender is a person who, from above the surface of the water or liquid medium, aids and assists the Diver by coordinating topside activity; aids in dressing and undressing the Diver; maintains communications with the Diver; and generally maintains the diving equipment on the job site.

7. ASSISTANT TENDER:

An Assistant Tender is an extra Tender available to assist the Diver's regular Tender by handling tools, equipment and diver's hose.

8. MANIFOLD OPERATOR:

A technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers.

DIVER
TEAM
S
SUBC
TEN

9. FSW:
Feet of Sea Water or equivalent static pressure head.

**ARTICLE IV
PAY SCALES**

Any classification of Dive, crew or team shall receive a minimum of eight (8) hour's pay at the appropriate pay rate for show up time or for any day or part thereof worked.

- A. Dive Master:
A Dive Master shall receive the same pay as a Diver diving plus \$1.50 per hour. Dive Master does not include depth or enclosure premiums.
- B. Diver's Regular Hourly Rate:
The Diver including a Stand-By Diver who is not required to dive shall receive the pay of Pile Driver Foreman hourly rate plus one dollar (\$1.00) per hour.
- C. Diver Diving:
The premium a Diver is paid for actually descending below the water surfaces. This amount shall be 2x (double) the Diver's regular hourly rate. This premium is used in calculating overtime pay.
- D. Tender:
1. A Tender shall receive the hourly rate of the classification of the Pile Driver Foreman when he is required to be on duty regardless of whether any diving is actually performed or not.
 2. The Tender shall receive a premium equivalent to one (1) hour at the straight-time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.
- E. Assistant Tender:
The Assistant Tender shall receive the hourly rate of the classification of Pile Driver.